

ALAMEDA COUNTY SUPERIOR COURT
APPLICATION FOR APPOINTMENT TO ADR PANELS
including Judicial Arbitration, Mediation, Neutral Evaluation, and Private Arbitration

1. APPLICANT:

Applicant's Name: Bruce T.H. Burke, Esq.
Firm Name: BURKE & KESSLER
Address: 11 Embarcadero West, Suite 230
City/State/Zip: Oakland, CA 94607-4543
Telephone: (510) 444-8100 X 102 **Fax:** (510) 444-8102
Email: _____

2. PANEL REQUEST: (All applicants are requested to serve as Judicial Arbitrators)

Check each panel for which you are applying:

X Judicial Arbitration X Mediation X Neutral Evaluation X Private Arbitration

3. EDUCATION:

| <u>Dates (from-to)</u> | <u>College/University/Law School</u> | <u>Degree Obtained</u> |
|------------------------|---|------------------------|
| 1974-1977 | Hastings College of the Law, University of California | J.D. |
| 1971-1973 | Wadham College, Oxford University | ---- |
| 1970-1971 | Edinburgh University | ---- |
| 1968-1971 | University of California: Berkeley & Santa Barbara | B.A. |

4. LEGAL EXPERIENCE: **State Bar No.** 079834 **Date Admitted:** 06-23-78

A. Are you a member in good standing of the State Bar of California? X Yes No

B. Are you a retired judicial officer? Yes X No

Please describe when/where you last served as a judicial officer: Public Works Arbitrator
(Office of Administrative Hearings, 2000)

C. Are you actively engaged in the practice of law at this time? X Yes No

If not, are you retired from practice? _____ **Date retired:** _____

If your license is presently inactive, please explain: _____

D. Are you currently active in litigation practice? X Yes No

Approximately what percentage of your practice involves litigation? 90 %

E. If your practice includes personal injury litigation, approximately what percentage of your practice involves the representation of: plaintiffs 60 % ; of defendants 40 % ?

F. How many of the following have you personally handled as attorney of record in the past five years? Jury Trials 2 ; Court Trials 5 ; Mediations 100+ ; Arbitrations 100+ ;

G. Describe any legal publications or teaching you have done: California Construction Law:
What Do You Do When ...? with Donald P. McIsaac, Esq. (National Business Institute,
01-16-97)

5. ADR TRAINING and EXPERIENCE

| Course Title | Sponsoring Organization | Hours of Credit | Dates |
|---|-------------------------|-----------------|----------|
| Construction Industry Arbitrator Training Workshop | AAA | 8.0 | 04-18-97 |
| Effective Lawyering in Mediation: A Hands-On Workshop | U.S.D.C. | 6.0 | 02-27-98 |

A. Number of years experience as: mediator 5; arbitrator 15; neutral evaluator _____;

B. List all other court-connected ADR panels of which you are a member, specifying the processes for which you have qualified: U.S. District N.D. (trained) and Alameda County Superior Court (jud. arb.)

C. State the name(s) of any organization(s) through which you have provided ADR services during the past five years, giving the dates and the services you provided: State of California Office of Administrative Hearings: Public Works; Alameda County Superior Court; American Arbitration Association and Alameda County Bar Association

D. Describe the subject matter of five disputes in which you served as the ADR provider in the past 5 years, including the dates of service, the process and if you were sole or co-provider.

1. Arbitrator-State Public Works Retrofitting of Bridges (2000) sole ;
2. Arbitrator-Property Dispute of Oakland Landmark (1999) sole ;
3. Arbitrator-Kaiser Medical Malpractice (2000) panel ;
4. Arbitrator-Personal Injury (2000) sole ;
5. Arbitrator-Personal Injury (2000) sole ;

E. Is your ADR style best described as _____ facilitative or X evaluative/directive?

F. Describe any ADR related publications or training you have done: Construction Industry Arbitrator Training Workshop and Effective Lawyering in Mediation: A Hands-On Workshop

G. Set forth your hourly fee or fee schedule, including any sliding scale or pro bono provisions. Attach a copy of your fee agreement. (Please note: Judicial arbitrators waive compensation for the first three (3) hours of hearing time in Alameda County and all ADR panelists are requested to accept at least three (3) Judicial arbitration cases per year).

\$220.00 per hour exclusive of 1 hour preparation and administrative which is not charged.

6. AVAILABILITY/SPECIAL REQUIREMENTS

A. List any languages, other than English, in which you are able to conduct ADR proceedings:

B. Please state any special bi-cultural/multi-cultural capabilities or familiarity you possess:

C. You are available to conduct ADR conferences: X in your office; X at counsel's office; _____ other (please describe: _____)

D. You are available to conduct ADR proceedings: X during regular office hours; X evenings by appointment; X weekends by prior arrangement;

E. Please describe any requirements you have for ADR participants such as submission of copies of pleadings, briefs, declarations in lieu of testimony, etc.: Exchange of Pre-Arbitration/Evaluation/Mediation Briefs

7. SUBJECT MATTER DESIGNATION

Please check each area below in which you are qualified by training/experience to provide ADR services, indicating the percentage it represents of your law practice, if any, and the ADR process(es) which you are prepared to offer in that area:

| Case Type Accepted | % of Practice | Judicial Arb. | Mediation | Neutral Eval. | Private Arb. |
|---------------------|---------------|---------------|-----------|---------------|--------------|
| Bankruptcy | | | | | |
| Business/Corp. | | | | | |
| Civil Rights | | | | | |
| Collections | | | | | |
| Construction | 30 | | | | |
| Contracts | 30 | | | | |
| Elder law/abuse | | | | | |
| Employment | 5 | | | | |
| -Discrimination | | | | | |
| -Harassment | | | | | |
| -Termination | | | | | |
| Environmental | | | | | |
| Fraud | 5 | | | | |
| False Imprison. | | | | | |
| Family Law | | | | | |
| HO Ass'n | | | | | |
| Insurance Cov. | 5 | | | | |
| Intellect. Property | | | | | |
| Landlord-Tenant | | | | | |
| Legal Malpractice | | | | | |
| Maritime | | | | | |
| Med Malpractice | | | | | |
| Partnership | | | | | |
| P.I. – Auto | 5 | | | | |
| P.I. – Other | 5 | | | | |
| Premises Liability | 5 | | | | |
| Probate/Trust | 5 | | | | |
| Product Liab. | | | | | |
| Real Property | | | | | |
| Securities | | | | | |
| Tax | | | | | |
| Toxic Torts | | | | | |
| Wrongful Death | 5 | | | | |
| Other: | | | | | |
| | | | | | |
| | | | | | |

LAW OFFICES OF
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BRUCE T. H. BURKE, P.C.

(510) 444-8100, VOICE
(510) 444-8102, FAX

AGREEMENT RE: COMPENSATION OF MEDIATOR,
ARBITRATOR, OR NEUTRAL EVALUATOR

IT IS HEREBY AGREED by and between the parties through
counsel that in the matter of:

CASE TITLE _____

COURT _____

ACTION NO. _____

that Bruce T.H. Burke, attorney at law, is retained for the
purpose of acting as a:

_____ Mediator

_____ Neutral Evaluator

_____ Arbitrator (__Binding __Non-Binding)

In order to facilitate the disclosures required by
California Rule of Court, Rule 1606, the parties agree to
exchange (with a copy to the Mr. Burke) information relating
to:

"Any significant personal or professional relationship
the arbitrator [mediator, neutral evaluator] has or has
had with a party, attorney, or law firm in the instant
case, including the number and nature of any other pro-
ceedings in the past 24 months in which the arbitrator
[mediator, neutral evaluator] has been privately
compensated by a party, attorney, law firm, or
insurance company in the instant case for any services,
including, but not limited to, service as an attorney,
expert witness, or consultant or as a judge, referee,
arbitrator, mediator, settlement facilitator, or
alternate dispute neutral."

Upon receipt of an executed copy of this agreement, Mr.
Burke shall transmit to the parties any information that is
discovered and should be disclosed under Rule 1606.

The parties agree to compensate Bruce T.H. Burke at the
rate of TWO HUNDRED AND TWENTY DOLLARS (\$220.00) per hour,

Agreement re: Compensation of Mediator,
Arbitrator, or Neutral Evaluator

after the first hour of time spent on preparation and administration, shared on a pro-rata basis. The first hour of preparation and administration time is not charged.

There is no charge for holding any hearings or sessions in the conference room and/or offices of Mr. Burke.

This agreement is not applicable to Alameda Superior Court Judicial Arbitration appointments.

DATED:

BY: _____

DATED:

BY: _____

DATED:

BY: _____

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